

FILED

United States District Court
For the District of Virginia

Fairfax County

2009 SEP 29 P 1:35
CLERK'S OFFICE OF COURT
ALEXANDRIA, VIRGINIA

Veronica I Givens
Plaintiff,

Vs.

CITIBANK NA
Edward J. Kelly, President and Chief Operating Officer, or assignee

Comptroller of Currency
John C. Dugan

Defendants

1:09cv1096
JCC/TCB

Title 42 Section 1983 Lawsuit

Pursuant to Public Law at 42 Stat 13-15 as Original Intent of Congress *prima facie* code title 42,
U.S.C. section 1983

"Every person who under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, Suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable. For the purposes of this section, any Act of Congress applicable exclusively to the District of Columbia shall be considered to be a statute of the District of Columbia"

Issue: Defendants and Claimant participated in contract and commercial activity in respect to a Negotiable Instrument Note which is attached to a bond which is expressly governed by Federal law and the Uniform Commercial Code which are uniform statutory laws of all of the United States of America including the District of Columbia. Claimant makes the claim that the instrument/obligation became voidable when the Defendants participated in fraudulent and illegal activity violating the rules of the laws under which the note/instrument bond is expressly governed and also violated their duty as officers sworn statutorily to Act within the parameters of the National Bank Act and other applicable statutes.

Applicable Laws and Statutes

Pursuant to Public Law at 42 Stat 13-15 as Original Intent of Congress, title 42, United States Code (U.S.C.) section 1983, "Chapter XXII- an Act to enforce the Provisions of the Fourteenth Amendment to the Constitution of the United States, and for Other purposes" Civil Rights Protections
62 Stat 932, title 28, U.S.C. section 1343, (positive law) Civil Rights Violations
62 Stat 934, title 28, U.S.C. section 1352, (positive law) Bonds Executed under Federal Law
13 Stat 99 National Bank Act Title 12, U.S.C. Banks & Banking, *prima facie* evidence of the law
62 Stat 938, title 28, U.S.C. section 1442, (positive law) Federal Officers Sued

The issues in this case that serve as the basis for the Removal are:

- 1) The defendant CITIBANK NA entered into negotiable instrument contract with the Plaintiff Veronica I Givens.
- 2) CITIBANK NA later allegedly lawfully assigned the mortgage security interest
- 3) CITIBANK NA has not produced the original wet signature note that serves as proof that they are holders of a fraudulent illegal transaction that is voidable based on the governing law of the instrument and the federal laws governing the actions carried out in respect to the instrument
- 4) Veronica I Givens asserts real defense remedy in contract against CITIBANK NA for Fraud in the factum illegality of Transaction that renders the underlying contract [mortgage security instrument] void, and material alteration of an instrument [the note].
- 5) CITIBANK NA is subject to The National Bank Act (Chapter 106, 13 STAT 99)
- 6) The Directors involved in the transactions of CITIBANK NA herein noted as the holders of a note/bond are oathed to abide by the laws of CITIBANK NA stated at The National Bank Act (Chapter 106, 13 STAT 99) and have violated their oath which is held at the Office of the Comptroller of Currency of the United States
- 7) Either the Department of the Treasury of a Federal Reserve Institution has issued bonds to the above mentioned Defendants and the United States Comptroller of the Currency has registered the bonds to the Directors of CITIBANK NA, in exchange for a fraudulently endorsed negotiable instrument, where no consideration was provided to the counterclaimant.
- 8) Directors of the previously stated CITIBANK NA cannot prove they made a loan based on the properly following the laws of 13 STAT 99 which they are on record as oathed to uphold such laws or face the penal actions for their violations.

- 9) Based on the lawful doctrine of respondent superior the Secretary of Treasury has lawful responsibility of oversight of the Office of United States Comptroller who executes the duties of this Bureau under the authority of the Secretary thus the Secretary is listed herein as a defendant to the claim
- 10) Plaintiff will use the above listed Statutes at Large which express the Original Intent of Congress and not the prima facie evidence of the law found in title 12, U.S.C. Banks and Banking or other related code. The Statutes at Large have been continuously adjudicated as law and superior to the code that is prima facie and when a question of the authenticity of the law arises each of the Circuit courts, appeals courts and Supreme Court have ruled that the Statutes at large hold lawful/legal precedence over the United States Code. The issue of this case which is the original wet signature note, the bond attached and the issue of its authenticity cannot be tested without using the original intent of Congress as expressed through the aforementioned Statutes at Large as enacted by the Congress of the United States of America. Thus the claimant will use that de jure body of law to make her claims upon the defendants and defendants with a note of strict proof of the case law stating the legal precedence of the Statutes at Large over the Code:

Case Law to be used for lawful-legal precedence of Statutes at Large Original Constitutional intent of Congress

CASE LAW IN ALL CIRCUITS & THE SUPREME COURT OF THE UNITED STATES SUPPORTING USE OF STATUTES AT LARGE AS SUPERIOR TO TITLE 12, U.S.C. BANKS & BANKING

The official source of the United States Law is Statutes at Large and the United States Code is only *prima facie* evidence of such laws

Royers Inc. vs. United States 1959CA3Pa 265 F. 2d 615, 59-USTC 9371, 3AFTR 2d 1137

Statutes at Large are 'legal; evidence' of laws contained therein and are accepted as proof of those laws in any court of the United States.

Bear vs. United States (1985 DC Neb) 611 supp 589, affd (1987) (CAS Neb) 810F 2d 153

Unless Congress affirmatively enacts title of United States Code into law, title is only *prima facie* evidence of law

Preston vs. Heckler (1984 CA9 Alaska) 734 F2d 1359 34 CCH EPD 34433 later proceeding (1984 DC Alaska) 586 F. supp 1158

Where the Title has not been enacted into positive law, title is only *prima facie* or rebuttable evidence of law, and if construction is necessary, recourse may be had to original statutes themselves

United States vs. Zuger (1984) DC Conn 602 F supp 889 affd

Even codification into positive law will not give code precedence where there is conflict between codification and Statutes at Large

Warner vs. Goltra (1934) 293 US 155, 79 L ED 254 55 S Ct 46 Stephens vs. United States (1943) 319 US 423, 87L Ed 1490, 63 S Ct 1135 United States vs. Weldon (1964) 377 US 95, 12L 2d 152, 84 S Ct 1082

United States Code does not prevail over Statutes at Large when the two are inconsistent

Stephens vs. United States (1943) 319 US 423, 87 L Ed 1490, 635 Ct 1135 Peart vs. the Motor Vessel Bering Explorer 1974, DC Alaska 373 F. supp 927

Although United States Code establishes *prima facie* what laws of the United States are to the extent that provisions of the United States Code are inconsistent with Statutes at Large, Statutes at Large will prevail.

Best Food Inc. v United States (1965) 37 Cust Ct. 1, 147 F Supp. 749.

Where there is conflict between codification and Statutes at Large, Statutes at Large must prevail.

American Export Lines Inc. v United States (1961) 153 Ct Cl 201, 290 F 2d 925 Abell vs. United States (1975) 207 Ct Cl 207, 518 F 2d 1369, cert den (1976) 929, US 817, 50L Ed 2d 76, 97 S Ct. 59

Case law Supporting Statutes at Large as holding lawful and legal precedence over United States Code is found in all Circuits of the Federal Jurisdiction and the Supreme Court of the United States

United States Supreme Court

- Warner vs Goltra (1934) 293 US 155, 79 L Ed 254 55 S Ct. 46
Stephens vs United States (1943) 319 US 423 87 L Ed. 1490, 63 S Ct. 1135
Nashville Milk Co. vs. Carnation Co. (1958) 355 US 373, 2 L Ed 2d 340 785 Ct 352
United States vs. Weldon (1964) 377 US 95, 12 L. Ed 2d 152 845 Ct. 1082
United States vs. Neifert-White Co. (1968) 390 US 228, 19 L Ed. 2d 106 1, 88 S Ct. 959
Goldstein vs. Cox (1970) 396 US 471, 24 L, Ed 2d 663, 90 S Ct. 671
United States vs. Bornstein (1976) 423 US 303, 46 L. Ed 2d 514, 96 S Ct. 523
American Bank & Trust Co. vs. Dallas County (1983) 463 US 855 77L. Ed 2d 1072 103 S Ct 3369

Second Circuit

- Leonard vs. Chase Nat. Bank (1936) CA 2 NY 81 F 2d 19, cert den 298 US 677, 80 L Ed 1398, 56 S Ct. 941

United States ex rel Kessler vs. Mercur Corp. (1936, CA 2 NY) 83 F 2d 178 cert den 299 US 576, 81 L. Ed. 424 57 S Ct. 40

United States vs. Zuger (1984) DC Conn 602 F. Supp 889 aff'd 755 F. 2d 915 cert den 474 US 805, 88 L. Ed. 32 106 S Ct. 38

Third Circuit

- Royers Inc. vs. United States (1959, CA3 Pa.) 265 F 2d. 615
Crilly vs. Septa (9175, CA 3 Pa) 529 F 2d 1355
United States vs. Hibbs (1976 Ed Pa) 420 F. Supp. 1365 vacated on other grounds 56 S F 2d 347

Fourth Circuit

- United States vs. Shively (1936 DC VA) 15 F. Supp 107

Fifth Circuit

- Murrell vs. Western Union Tel Co. (1947, CAS Fla) 160 F 2d 787

Sixth Circuit

- Rose vs. National Cash register Corp (1983 CA 6 Mich) 703 2d 225 cert den 464 US 939, 78 L. Ed 2d 317, 104 S Ct. 352 (1983)

Mary vs. Centran Corp (1984 CA 6 Ohio) 747 F 2d 1536. Cert den 471 US 1125, 86 L. Ed. 2d 273, 105 S Ct. 2656 (1985)

United States ex rel Boyd vs. McMunty (1933, WD KY) 5 F supp. 515

Seventh Circuit

- United States vs. Vivian (1955, CA 7111) 224 F 2d 53
Lode vs. Leonardo (1982 ND ILL) 557 F Supp 675

Young vs. IRS (1984, ND Ind) 596 F. Supp 141

United States vs. Burgess (December 1 1987 ND ILL) 1987 U.S. District LEXIS 11227 1987 WL 39092

Eighth Circuit

United States vs Wodtke (1985 ND Iowa) 627 F. Supp. 1034

Ninth Circuit

Preston vs. Heckler (1984, CA Alaska) 734 F 2d 1359 34 CCH EPD P 34433

Ryan vs. Bilby (1985, CA9 Ariz) 764 F 2d 1325

Woner vs. Lewis (1935, DC Cal) 13 F. Supp. 45

Peart vs. The Motor Vessel Bering Explorer (1974) DC Alaska 373 F. Supp 927

District of Columbia Circuit

Where the language of the Statutes at Large conflicts with the language of the United States Code that has been not enacted into positive law, the language of the Statutes at Large Controls.

Fire Flag S Pipeline Co vs Dep. of Transportation (1988) App DC 854 F Ld 1438

It is important at this point to detail a Summary of Legal Guidelines of the National Bank Act (Chapter 106, 13 STAT 99), which are the de jure laws on Banking and CITIBANK NA in the United States of America. These are the standing laws that will prove the color of authority actions carried out by the listed defendants.

Notes on the National Bank Act (Chapter 106, 13 STAT 99)

LAWS GOVERNING FORMING OF NATIONAL BANKING ASSOCIATIONS

“And be it further enacted That Associations for carrying on the Business of Banking may be formed by any number of persons, not less in any case than five, who shall enter into articles of association, which shall specify in general terms the object for which the association is formed, and may contain any other provisions, not inconsistent with the provisions of this act.” 13 STAT 100, Section 5

OATH OF THE DIRECTORS FILED WITH THE COMPTROLLER OF CURRENCY

“Each Director when appointed or Elected, shall take an oath that he will, so far as the duty devolves on him, diligently and honestly administer the affairs of such association, and will not knowingly violate, or willingly permit to be violated any provisions of this act, and that he is the bona fide owner, in his own right, of the number of shares of stock required by this act, subscribed by him, or standing in his name on the books of the association, and that the same is not hypothecated, or in any way pledged, as security for a loan or debt; which oath subscribed by himself, and certified by the officer before whom it is taken, shall be immediately transmitted to the comptroller of currency, and by him filed and preserved in his office.” 13 STAT 102, section 9

RULES GOVERNING HOLDING OF REAL ESTATE

And be it further enacted, such associations shall not purchase or hold real estate in any other case or for any other purpose than as specified in this section. Nor shall it hold the possession of

any real estate under mortgage, or hold the title and possession of any real estate purchased to secure debts due to it for a longer period than five years. 13 STAT 107-108, section 28

NATIONAL BANKING ASSOCIATION CANNOT MAKE LOANS ON THE SECURITY OF THE SHARES OF ITS STOCK

“And be it further enacted that no association shall make any loan or discount on the security of the shares of its own capital stock.” 13 STAT 110, section 35

SOLE METHOD FOR MAKING LOANS

“Such Association shall have power to...exercise under this act all such incidental powers as shall be necessary to carry on the business of banking by discounting and negotiating promissory notes, drafts, bills of exchange, and other evidences of debt; by loaning money on personal security.

BANKS CANNOT USE ITS NOTES IT CIRCULATES TO CREATE OR INCREASE ITS CAPITAL STOCK

“And be it further enacted That no association shall, either directly or indirectly, pledge or hypothecate any of its notes of circulation, for the purpose of procuring money to be paid in on its capital stock, or to be used in its banking operations, or otherwise; nor shall any association use its circulating notes, or any part thereof, in any manner or form, to create or increase its capital stock.” 13 STAT 110, section 37

PENALTY UPON DIRECTORS FOR VIOLATION OF THIS ACT

And be it further enacted That every president, director, cashier, teller, clerk, or agent of any association, who shall embezzle, abstract, or willfully misapply any of the moneys, funds, or credits of the association, or shall, without authority from the directors, issue or put in circulation any of the notes of the association, or shall, without such authority issue or put forth any certificate of deposit, draw any order or bill of exchange, make any acceptance, assign any note, bond, draft, bill of exchange, mortgage, judgment, or decree, or shall make any false entry in any book, report, or statement of the association, with intent, in either case, to injure or defraud the association or any other company, body politic or corporate, or individual person, or to deceive any officer of the association, or any agent appointed to examine the affairs of any such association, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by imprisonment not less than five nor more than ten years. 13 STAT 116, section 55

PENALTY UPON DIRECTORS FOR VIOLATION OF THIS ACT

And be it further enacted that if the directors of any association shall knowingly violate, or knowingly permit any of the officers, agents, or servants of the association to violate any of the provisions of this act, all the right, privileges, and franchises of the association derived from this act shall thereby be forfeited... And in cases of such violation, every director who participated in or assented to the same shall be held liable in his personal and individual capacity for all damages which the association, its shareholders, or any other person, shall have sustained in consequence of such violation. 13 STAT 116, section 53

ESTABLISHMENT OF THE OFFICE OF THE COMPTROLLER OF CURRENCY

“That there shall be established in the treasury Department a separate Bureau, which shall be charged with the execution of this and all other laws that may be passed by Congress respecting the issue and regulation of a national currency secured by United States Bonds. 13 STAT 99

OATH OF THE COMPTROLLER

“Within fifteen days from the time of notice of his appointment the comptroller shall take and subscribe the oath of office prescribed by the Constitution and laws of the United States. 13 STAT 100

UNITED STATES BONDS DEFINED

“And it shall further be enacted, That the term United States Bonds as used n this act, shall be construed to mean all registered bonds now issued, or that hereafter be issued, on the faith of the United States by the Secretary of the Treasury in pursuance of Law.” 13 STAT 100 section 4

BANKS BY LAWS MUST BE CONSISTENT WITH THIS ACT

“Its Board of Directors shall also have power to define and regulate by-laws, not inconsistent with the provisions of this act.” 13 STAT 101-102, section 8

SHUTDOWN OF BANK FOR ILLEGAL ACTIVITY OF SHAREHOLDERS

“The comptroller shall have authority to withhold from an association his certificate authorizing the commencement of business, whenever he shall have reason to suppose that the shareholders thereof have formed the same for any other than the legitimate objects contemplated by this act. 13 STAT 103, section 12

BONDS REGISTERED WITH COMPTROLLER

“And be it further enacted that it shall be the duty of the comptroller of the currency to countersign and enter in the book, in the manner aforesaid, every transfer or assignment of any bonds held by the treasurer presented for his signature; and the comptroller shall have at all times during office hours access to the books of the treasurer for the purpose of ascertaining the correctness of the transfer or assignment presented to him to countersign; and the treasurer shall have the like access to the book above mentioned, kept by the comptroller, during office hours, to ascertain the correctness of the entries in the same; and the comptroller shall also at all times have access to the bonds on deposit with the treasurer, to ascertain their amount and condition.” 13 STAT 105, section 20

AMOUNT OF NOTES NOT TO EXCEED THREE HUNDERED MILLION

“And be it further enacted that the entire amount of notes for circulation to be issued under this act shall not exceed three hundred millions of dollars.” 13 STAT 105-106, section 22

FEDERAL RESERVE NOTES ARE NOT MONEY BY LAW

“ And no such association shall issue post notes or any other notes to circulate as money than such as are authorized by the forgoing provisions of this act.” 13 STAT 106, section 23

BANKS NOT HOLDING LAWFUL MONEY MAY BE SHUTDOWN

And it shall be competent for the comptroller of the currency to notify and association, whose lawful money reserve as aforesaid, to make good such reserve; and if such association shall fail for thirty days thereafter so to make good its reserve of lawful money of the United States, the comptroller may, with the concurrence of the Secretary of the Treasury appoint a receiver to wind up the business of such association as provided in this act. 13 STAT 109, section 31

BANKS MUST REDEEM NOTES AT APPOINTED NATIONAL BANKING ASSOCIATION OR BE SHUTDOWN

And be it further enacted, If any association shall fail either to make the selection or to redeem its notes as aforesaid, the comptroller of the currency may, upon receiving satisfactory evidence thereof, appoint a receiver, in the manner provided for in this act, to wind up its affairs:

Provided, That nothing in this section shall relieve any association from its liability to redeem its circulating notes at its own counter, at par, in lawful money, on demand: And provided further, That every association formed or existing under the provisions of this act shall take and receive at par, for any debt or liability to said association, any and all notes or bills issued by any association existing under and by virtue of this act. 13 STAT 109, section 32

BANKS CANNOT CIRCULATE NOTES THAT ARE NOT REDEEMABLE IN LAWFUL UNITED STATES MONEY

“And be it further enacted, That no association shall at any time...knowingly pay out or put in circulation any notes issued by any bank or banking association which at the time of such paying out or putting in circulation is not redeeming its circulating notes in lawful money of the United States.

NATIONAL BANKING ASSOCATIONS FINANCIAL AGENTS OF THE GOVERNMENT

“And be it further enacted That all associations under this act, when designated for that purpose by the Secretary of the Treasury, shall be depositories of public money; and they may be employed as financial agents of the government..., and they shall perform all such reasonable duties, as depositories of public moneys and financial agents of the government, as may be required of them... And the Secretary of the Treasury shall require of the associations this designated satisfactory security, by the deposit of United States Bonds and otherwise, for the safe-keeping and prompt payment of the public money deposited with them, and for the faithful performance of their duties as financial agents of the government.

IF NOTES ARE NOT REDEEMED BANK CAN BE SHUTDOWN AND LAW HOLDERS PAID IN LAWFUL UNITED STATES MONEY

And be it further enacted, That on receiving notice that any such association has failed to redeem any of its circulating notes, as specified in the next preceding section, the comptroller of the currency, with the concurrence of the Secretary of the Treasury, may appoint a special agent (of whose appointment immediate notice shall be given to such association) who shall immediately proceed to ascertain whether such association has refused to pay its circulating notes in the lawful money of the United States, when demanded as aforesaid, and report to the comptroller

the fact so ascertained; and if from such protest or the report so made, the comptroller shall be satisfied that such association has refused to pay its circulating notes as aforesaid and is in default, he shall within thirty days after he shall have received notice of such failure, declare the United States bonds and securities pledged by such association forfeited to the United States, and the same shall thereupon be forfeited accordingly. And thereupon the comptroller shall immediately give notice in such manner as the Secretary of the Treasury shall, by general rules or otherwise, direct, to the holders of the circulating notes of such association to present them for payment at the Treasury of the United States, and the same shall be paid as presented in lawful money of the United States; whereupon said comptroller may, in his discretion, cancel an amount of bonds pledged by such association equal at current market rates, not exceeding par, to the notes paid. 13 STAT 114, section 47

AFFIDAVIT OF FACTS IN SUPPORT OF COUNTERCLAIMANTS REAL DEFENSES

- 1) Plaintiff requested to inspect a certified copy of the original wet signature promissory note which was provided and displayed the material alteration, fraud, and illegality of the transaction in question [EXHIBIT A].
- 2) Defendants provide a copy of the Original Promissory note after all transactions of business had been carried out upon the note including assignments of all types and endorsements.
- 3) It is the plaintiff contention, based on Exhibit A [Material Alteration of Note], that the prior assignees [CITIBANK NA through its agent Edward J. Kelly President] committed fraud, material alteration of a contract, and illegality in the transaction with the original note.
- 4) The note is specifically governed by federal law and Negotiable Instruments Law of this state [Virginia Code 803A-305] as is the validity of the Mortgage Security interest lien.
- 5) CITIBANK NA through its agent Edward J. Kelly who was Vice President at the time violated the National Bank Act and in that he materially altered a contract without the consent of Veronica I Givens, committed Fraud in the factum, rendering the transaction illegal, and thus stands as fraud which induced Veronica I Givens to enter the contract upon terms and conditions other than agreed upon. The Law at Virginia Code 803A-305 is expressed as, “§ 3305. Real Defenses and claims in recoupment.

(a) **General Rule.**--Except as stated in subsection (b), the Right to enforce the obligation of a party to pay an instrument Is subject to the following:

- (i) A defense of the obligor based on:
- (ii) Lack of legal capacity or *illegality of*

*The transaction WHICH UNDER OTHER LAW, nullifies the
Obligation of the obligor;*

*(iii) Fraud that induced the obligor to sign the
Instrument with neither knowledge nor reasonable
Opportunity to learn of its character or its essential
Terms; or*

- 6) This is the implementation of a real defense and is effective even against a holder in due course as stated in Virginia Code 803A-305(b) in this case the Holder in due course or holder is *CITIBANK NA*.

- 7) The law that Governs this note/bond/mortgage security interest lien is the National Bank Act and not title 12, U.S.C. which is expressed as *prima facie* evidence under the law.
 - 8) The issues here are that the counterclaimant is asserting real defenses against the validity of the original negotiable instrument ‘contract’ which is the alleged promissory note/converted bond’.
 - 9) The first issue of which is a personal defense is consideration. There has been no loan or consideration in this contract in the amount of 198452.72\$.
 - 10) According to the above federal law Banks or CITIBANK NA cannot, loan the capital stock of their directors, nor can they loan the money of their depositors, and they can only loan money pursuant to Public Law Volume 13 38th Congress Stat 99-118 The National Bank Act which holds precedent over U.S.C. Title 12 which is only *prima facie* law and NOT positive law. They have not followed any of the provisions of this monetary law of the United States of America nor have they honored negotiable instrument laws of this state and the District of Columbia [United States].
 - 11) Also according to the National Bank Act Bank, CITIBANK NA cannot enter into mortgage agreements for real estate beyond a 5 year period.
 - 12) The note was for a 10 year mortgage which by operation of law is fraudulent.
 - 13) The Banks or CITIBANK NA, all directors, cannot claim ignorance of this because each Director has an Oath to Follow Public Law Volume 13 38th Congress Stat 99-118 which is recorded at the United States Office of the Comptroller of Currency.
 - 14) So Director/President Edward J. Kelly has participated in this fraud through his endorsement on the assignment from CITIBANK NA and thus through real defenses implemented herein CITIBANK NA has no legitimate claim to force Veronica I Givens to pay any instruments that are Fraud.
- 1) It is a fact that I, Veronica I Givens, was under the impression that through mortgaging, conveying, and providing an interest in my property that I was receiving a loan. There is no record that the bank made a legitimate loan based on the governing law of the National Bank Act.
 - 2) The note somehow has been converted into a bond without agreement or authorization from Veronica I Givens. The attached deposition/interrogatives provide questioning about the legitimacy at law and legality of such actions. Who converted the loan into a bond? Who is the holder of the Bond? Who is the holder in due course? Where is the bond registered and with what official officer of law? Is the conversion of the note into a bond material alteration of a contract without consent nullifying the validity of the original contract? These are some of the questions that are attached as interrogative depositions and must or will be answered upon discovery.
 - 3) Proceeding cannot continue until the defendants does the following:

DEMAND FOR REMEDY AND IMPLEMENTATION OF REAL DEFENSES

- A) Answer the attached depositions/interrogatives in reference to the legitimacy of the note pursuant to Rule 26.
- B) Defendants must successfully rebut the real defenses of the Plaintiff which are:
 - 1) Alleged Original Creditor provided no consideration in this contract that is in accord with the governing law at 13 STAT 99 and therefore committed fraud in the factum, which simply means that Alleged Original Creditor passed on a paper asset with no real value and must prove that consideration was provided and the

source of the funds for so called loan and prove that this type of transaction is legal according to the rules governing negotiable instruments at Virginia Code 803A-305(a).

- 2) Alleged Original Creditor has injured the assignees and is thus responsible for them. The source [of the alleged loan] cannot be from the Directors pursuant to the National Bank Act, which states specifically, OATH OF THE DIRECTORS FILED WITH THE COMPTROLLER OF CURRENCY“ Each Director when appointed or Elected, shall take an oath that he will, so far as the duty devolves on him, diligently and honestly administer the affairs of such association, and will not knowingly violate, or willingly permit to be violated any provisions of this act, and that he is the bona fide owner, in his own right, of the number of shares of stock required by this act, subscribed by him, or standing in his name on the books of the association, and that the same is not hypothecated, or in any way pledged, as security for a loan or debt; which oath subscribed by himself, and certified by the officer before whom it is taken, shall be immediately transmitted to the comptroller of currency, and by him filed and preserved in his office.” 13 STAT 102, section 9
- 3) Alleged Original Creditor also cannot loan money from any of its other stock or depositors assets according to federal law which states, “NATIONAL BANKING ASSOCIATION CANNOT MAKE LOANS ON THE SECURITY OF THE SHARES OF ITS STOCK, “And be it further enacted That no association shall make any loan or discount on the security of the shares of its own capital stock.” 13 STAT 110, section 35
- 4) Alleged Original Creditor and Assignees must answer the real defense assertion that a 30 year mortgage by operation of law is fraud in the factum [in violation of Virginia Code 803A-305(a) real defenses], fraudulent, illegal, and unlawful and in violation of the laws governing banks and CITIBANK NA which expressly states at 13 STAT 99, “RULES GOVERNING HOLDING OF REAL ESTATE And be it further enacted, Such associations shall not purchase or hold real estate in any other case or for any other purpose than as specified in this section. Nor shall it hold the possession of any real estate under mortgage, or hold the title and possession of any real estate purchased to secure debts due to it for a longer period than five years. 13 STAT 108, section 28
- 5) If alleged original creditor or assignees disagree with the federal laws governing this contract negotiable instrument, note/bond then Defendants must successfully contend that all banking and CITIBANK NA in the United States of America is not subject to the following rules, “LAWS GOVERNING FORMING OF NATIONAL BANKING ASSOCIATIONS “And be it further enacted That Associations for carrying on the Business of Banking may be formed by any number of persons, not less in any case than five, who shall enter into articles of association, which shall specify in general terms the object for which the association is formed, and may contain any other provisions, not inconsistent with the provisions of this act.” 13 STAT 100, section 5
- 6) If Alleged Original Creditor and or assignee in any manner did business with a third party with the note/bond entities such as the United States Department of Treasury, or the Comptroller of the Currency, Bureau of Public Debt, a Trustee CITIBANK NA , etc...in order to gain a Bond, stock, securities or Bonds from the said entities Plaintiffs actions are unlawful and fraudulent based on the

following, "BANKS CANNOT USE ITS NOTES IT CIRCULATES TO CREATE OR INCREASE ITS CAPITAL STOCK, "And be it further enacted That no association shall, either directly or indirectly, pledge or hypothecate any of its notes of circulation, for the purpose of procuring money to be paid in on its capital stock, or to be used in its banking operations, or otherwise; nor shall any association use its circulating notes, or any part thereof, in any manner or form, to create or increase its capital stock." 13 STAT 110, section 37

- 7) Also Alleged Original Creditor and Assignees must understand that any and all Directors, Presidents, Vice Presidents or any other financial agents or officers who have violated the governing law of this instrument must and will be punished according to the rule of law including possible jail time and fines and possible closing of the CITIBANK NA if found in violation of the aforementioned laws. This is expressly stated in the Statute, "PENALTY UPON DIRECTORS FOR VIOLATION OF THIS ACT "And be it further enacted That every president, director, cashier, teller, clerk, or agent of any association, who shall embezzle, abstract, or willfully misapply any of the moneys, funds, or credits of the association, or shall, without authority from the directors, issue or put in circulation any of the notes of the association, or shall, without such authority issue or put forth any certificate of deposit, draw any order or bill of exchange, make any acceptance, assign any note, bond, draft, bill of exchange, mortgage, judgment, or decree, or shall make any false entry in any book, report, or statement of the association, with intent, in either case, to injure or defraud the association or any other company, body politic or corporate, or individual person, or to deceive any officer of the association, or any agent appointed to examine the affairs of any such association, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by imprisonment not less than five nor more than ten years. 13 STAT 116, section 55 PENALTY UPON DIRECTORS FOR VIOLATION OF THIS ACT, "And be it further enacted That if the directors of any association shall knowingly violate, or knowingly permit any of the officers, agents, or servants of the association to violate any of the provisions of this act, all the right, privileges, and franchises of the association derived from this act shall thereby be forfeited... And in cases of such violation, every director who participated in or assented to the same shall be held liable in his personal and individual capacity for all damages which the association, its shareholders, or any other person, shall have sustained in consequence of such violation. 13 STAT 116. section 53
- 8) Alleged Original Creditor and Assignees MUST lawfully rebut these facts and points of law in order for the Plaintiff due process not be violated.
- 9) If this court cannot provide Plaintiff with its due process rights plaintiff reserves the right to seek justice at law and due process in a court having jurisdiction to allow for such including a fair hearing and trial and a right to a jury trial in this matter.
- 10) Attached Defendants will find Interrogatories/Deposition Questions Pursuant to Rule 26 with real defense assertions.
- 11) The Counter claimant is compelling the court to force the Defendants to answer these deposition Interrogatories attached in accordance with the Rules of Civil Procedure of this Court.

"I, Veronica I Givens, Declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Veronica I. Givens

[Made Pursuant to the United States Constitution & Title 28 USCA Section 1746]

5765 F Burke Center Pkwy #108
Burke, VA 22015
703-451-8169

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been
Furnished by U.S. Mail to CITIBANK NA Agent EDWARD J. KELLY 399 PARK AVENUE,
NEW YORK NY 10022, September 29th, 2009.

Veronica I. Givens
[Veronica I Givens]